

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

ETHICON ENDO-SURGERY, INC.,

Plaintiff,

v.

CRESCENDO TECHNOLOGIES, LLC, an  
Ohio limited liability corporation, and JEAN  
M. BEAUPRÉ, an individual

Defendants

Case No. 1:07cv1016

The Honorable Judge Barrett

**JURY FORMS**

BREACH OF CONTRACT - I

1. Did Jean M. Beaupré breach a contract with EES by failing to leave EES property with EES when his employment with EES ended?

Yes: ✓ No:         

2. a. If your answer to question 1 is 'No,' then you should move on to Breach of Contract - II.

b. If your answer to question 1 is 'Yes,' then what amount of damages, as previously defined, compensates EES for this breach?

\$ 12,500.<sup>00</sup>

JUROR INITIALS

s/ Juror 2

s/ Juror 3

s/ Juror 4

s/ Juror 5

s/ Juror 6

s/ Juror 7

s/ Juror 8

BREACH OF CONTRACT - II

1. Did Jean M. Beaupré breach a contract with EES by disclosing, using or publishing confidential information he learned or obtained during the course of his EES employment?

Yes: ✓ No:           

2. a. If your answer to question 1 on this page is 'No,' then you should move on to Breach of Contract - III.

b. If your answer to question 1 on this page is 'Yes,' then what amount of damages, as previously defined, compensates EES for this breach.

\$50,000.<sup>00</sup>

JUROR INITIALS

s/ Juror 2

s/ Juror 6

s/ Juror 3

s/ Juror 7

s/ Juror 4

s/ Juror 8

s/ Juror 5

BREACH OF CONTRACT – III

1. Did Jean M. Beaupré breach a contract with EES by working for Crescendo during a time when Mr. Beaupré had a contractual commitment not to compete with EES?

Yes: ✓ No: \_\_\_\_\_

2. a. If your answer to question 1 on this page is "No," then you should move on to Breach of Contract - IV.

b. If your answer to question 1 on this page is "Yes," then what amount of damages, as previously defined, compensates EES for this breach?

\$ 42,000.<sup>00</sup>

JUROR INITIALS

s/ Jura 2

s/ Jura 6

s/ Jura 3

s/ Jura 7

s/ Jura 4

s/ Jura 8

s/ Jura 5

BREACH OF CONTRACT - IV

1. Did Jean M. Beaupré breach a contract with EES by assigning to Crescendo any discoveries, improvements or ideas that he had during the time of his employment at EES that related to or resulted from his EES work?

Yes: ✓ No: \_\_\_\_\_

2. a. If your answer to question 1 on this page is 'No,' then you should move on to Tortious Interference.

b. If your answer to question 1 on this page is 'Yes,' please place a mark next to each patent application that you find was assigned to Crescendo in breach of Mr. Beaupré's agreement with EES:

- the '126 Application: \_\_\_\_\_
- the '652 Application: ✓ \_\_\_\_\_
- the '616 Application: \_\_\_\_\_
- the '943 Application: \_\_\_\_\_
- the '236 Application: ✓ \_\_\_\_\_
- the "Balanced Ultrasonic Curved Blade" Provisional Application: ✓ \_\_\_\_\_

c. What amount of damages per question 2(b) above compensates EES for this breach?

- the '126 Application: \$ \_\_\_\_\_
- the '652 Application: \$ 300,000.<sup>00</sup> \_\_\_\_\_
- the '616 Application: \$ \_\_\_\_\_

- the '943 Application:\$ \_\_\_\_\_
- the '236 Application:\$ 400,000.<sup>00</sup>
- the "Balanced Ultrasonic Curved Blade" Provisional Application:\$ 300,000.<sup>00</sup>

JUROR INITIALS

<u>s/ Juror 2</u>	<u>s/ Juror 6</u>
<u>s/ Juror 3</u>	<u>s/ Juror 7</u>
<u>s/ Juror 4</u>	<u>s/ Juror 8</u>
<u>s/ Juror 5</u>	

TORTIOUS INTERFERENCE

1. Did Crescendo, purposefully and without a privilege, interfere with EES's contractual relations with Mr. Beaupré by inducing him to breach one or more of his contracts with EES?

Yes: ✓ No:       

2. a. If your answer to question 1 on this page is 'No,' then you should move on to Violation of the Computer Fraud and Abuse Act.

b. If your answer to question 1 on this page is 'Yes,' then what amount of damages, as previously defined, compensates EES for Crescendo's interference?

\$ 1,000,000.<sup>00</sup>

JUROR INITIALS

<u>s/ Juror 2</u>	<u>s/ Juror 6</u>
<u>s/ Juror 3</u>	<u>s/ Juror 7</u>
<u>s/ Juror 4</u>	<u>s/ Juror 8</u>
<u>s/ Juror 5</u>	

VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT

1. Did Jean M. Beaupré intentionally access or exceed his authorized access of a protected computer without authorization and with intent to defraud EES?

Yes: \_\_\_\_\_ No: ✓

2. a. If your answer to question 1 is 'No,' you are done. Please sign the verdict form.
- b. If the answer to question 1 is 'Yes,' then did the value of any such unauthorized use or anything obtained as a result of the fraud exceed \$5,000 in any one year?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

3. a. If your answer to question 2(b) is 'No,' you are done. Please sign the verdict form.
- b. If your answer to question 2(b) is 'Yes,' then what amount of damages, including the loss to EES, the cost of responding to an offense, conducting a damage assessment, and any revenue lost or cost incurred did EES experience as a result of this violation?

\$ \_\_\_\_\_

JUROR INITIALS

\_\_\_\_ s/ Jura 2

\_\_\_\_ s/ Jura 6

\_\_\_\_ s/ Jura 3

\_\_\_\_ s/ Jura 7

\_\_\_\_ s/ Jura 4

\_\_\_\_ s/ Jura 8

\_\_\_\_ s/ Jura 5



WE THE UNDERSIGNED RENDER THIS VERDICT ON

June 12<sup>th</sup>, 2009

s/ Juror 2  
Foreperson

s/ Juror 3

s/ Juror 4

s/ Juror 5

s/ Juror 6

s/ Juror 7

s/ Juror 8

✓